

Warranty Easement Deed

GRASSLANDS RESERVE PROGRAM AGREEMENT NO _____

THIS WARRANTY EASEMENT DEED is made by and _____
of _____

(hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation (CCC), Washington, D.C. 20250 (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties." The administrating agency of the United States is the Natural Resources Conservation Service (NRCS) of the Department of Agriculture.

Witnesseth

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of grasslands, including rangeland and pasture land, and other lands, and for the conservation of natural values including wildlife habitat, water quality improvement, open space, and aesthetic values. In addition, this easement restores and protects the grazing value of eligible lands. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area, when applicable.

Authority. This easement deed acquisition is authorized by Sections 1238N through 1238Q of Title XII of the Food Security Act of 1985, as amended, The Grasslands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of _____

Dollars (\$ _____), the Grantor(s), hereby grants and conveys with general warranty of title to

the **UNITED STATES OF AMERICA** and its assigns, the Grantee, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land for a period of 30 years and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

- A. Title.** Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment.** The right of quiet enjoyment of the rights reserved on the easement area.
- C. Control of Access.** The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses.** The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.
- E. Subsurface Resources.** The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C.
- F. Grassland Resources.** The right to graze, hay and mow the area including maintenance and necessary cultural practices, on the land in a manner that is consistent with maintaining the viability of the grassland as described in the Management Guidelines. The landowner maintains the right to lease such activities for economic gain. Haying and mowing is permitted (including haying for seed production) subject to certain restrictions during the nesting season for birds that are in significant decline or are conserved in accordance with Federal or State law as described in the Management Guidelines.
- G. Activities Associated with Fire Control.** The right to fire rehabilitation and construction of fire breaks and fences, including replacement of posts necessary for fences.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. Prohibitions.** Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:
- planting of crops for human or domestic animal consumption or disturbing the soil, except that disturbance which is required to manage the grassland acreage,
 - altering of grassland, woodland, wildlife habitat or other natural features by digging, plowing, disking, or otherwise disturbing the surface;
 - dumping refuse, wastes, sewage or other debris;
 - surface mining, including mining for peat and other organic material;
 - disposal of oil field/mining by-products;
 - expanding, building or placing buildings or structures on the easement area;
 - development of road or other transportation systems;
 - drainage development or maintenance that would adversely affect grassland functions and values on the site; and
 - expansion of corrals, barns, or other livestock working facilities, unless approved in advance by the NRCS State Conservationist.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.

C. Fences and Watering Facilities. All costs involved in maintenance of fences and similar facilities to manage livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the grassland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its discretion, the use of the easement area for compatible economic uses.

B. Limitations. Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the grassland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. Management activities. The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the grassland and other natural values of the easement area.

B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.

C. Easement Management - Private Conservation or Land Trust Organization, or State Agency. The Secretary of Agriculture, by and through NRCS, may permit a private conservation or land trust organization or a State agency, subject to the landowners' consent, to hold and enforce an easement, in lieu of the Secretary, subject to the right of the Secretary to conduct periodic inspections and enforce the easement.

D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to grassland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the grassland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Grasslands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

C. Indemnification. Grantor agrees to hold harmless, indemnify and defend the United States from and against any and all liabilities, judgments, damages, expenses, or causes of action arising from any act or error or omission on the part of the Grantor including, but not limited to, negligent acts or violations or alleged violations of any state, federal or local laws.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this

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 day of _____, 20

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Landowner(s): _____ (Seal)

_____ (Seal)

Acknowledgment

In the State or Commonwealth of _____, County, Borough or Parish of _____, on the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed,

IN TESTIMONY WHEREOF, I have hereunto my hand and Notarial Seal subscribed and affixed in said jurisdiction, the day and year above written.

(NOTARIAL SEAL)

Notary Public

My Commission Expires: _____

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

NON-DISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.